

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 8 PAGES	
2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE 03/20/2008		4. REQUISITION/PURCHASE REQ. NO. CB 080065		5A. TITLE: 2009 Presidential Inaugural Stands	
5B. PROJECT NO.							
6. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		CODE 9901		7. ADMINISTERED BY (If other than Item 6) AOC - Procurement Division 2nd & D Streets, SW ATTN: Matt Hazlinsky Room H2-263 WASHINGTON, DC 20515		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. RFP080015	
				X		9B. DATED (SEE ITEM 11) 02/21/2008	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 7 and 14, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE LINE ITEMS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See page 2 of this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Matt Hazlinsky Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Amendment No. 003
RFP No. 080015

This Amendment No. 003 is issued to the above referenced RFP Number in order to:

1. Identify an attendee to the site visit held on March 7, 2008 that was omitted from the list of attendees provided in Amendment No. 002,

Mokhless Al-Hariri
GDG CONSTRUCTION
malhariri@gdgcorp.com
(202) 857-0060

2. Answer any questions asked as of March 20, 2008,

3. Delete the clause AOC52.232-9 Payment of Interest for Contractor Claims from the solicitation, and

4. Delete the previous version of AOC52.233-1 Disputes dated Jun 2004 and replace it with AOC52.233-1 Disputes dated March 2008, which reads as follows:

AOC52.233-1 Disputes (Mar 2008)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**CONSTRUCTION OF 2009 PRESIDENTIAL INAUGURAL STANDS
WASHINGTON, D.C.
RFP No. 080015**

CLARIFICATION QUESTIONS AND ANSWERS

1. Question: During the initial site meeting we were advised that the Contractor's field office/trailer would be provided by the government.

Answer: NOT TRUE.

Does that also apply to the contractor's toilets shown on Sheet A100?

Answer: THE CONTRACTOR SUPPLIES BOTH THE TRAILER AND THE PORTABLE TOILET(S). GOVT. SUPPLIES ELECTRICAL AND TELEPHONE CONNECTIONS ONLY, BUT NO EQUIPMENT.

2. Question: Sheet A100. Several details/notes refer to drawings 410, 411, and 412. These drawings are not included in the documents provided to us. Is this scope of work not part of this contract?

Answer: DRAWINGS 410, 411, AND 412 ARE ALL SPECIFIC TO THE SITE APPURTENANCES WHICH ARE OF NO CONCERN TO THE INAUGURAL STANDS CONTRACTOR. THE APPURTENANCES ARE PROVIDED UNDER A SEPARATE CONTRACT BY A DIFFERENT COMPANY. LOCATIONS OF SITE APPURTENANCES ARE SHOWN ON THE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. INAUGURAL STANDS BIDDERS ARE TO EXCLUDE THE APPURTENANCES FROM THEIR WORK.

3. Question: Sheet A100. There are three press scaffold structures shown: Stage Right Scaffolding, Scaffold "B", and Scaffold "C". However, sheet A102, as well as sheets A803, A804, and A805 show only two scaffold structures that are positioned differently. Please clarify.

Answer: THE LOCATION OF THE SCAFFOLDS ON SHEET A100 IS INCORRECT. THE CORRECT POSITIONING FOR THE MEDIA SCAFFOLDING IS SHOWN ON A102, A802, A803, A804, & A805.

4. Question: Sheet A100. A note on the upper right side states: "Construct 2' wide wire trench to middle of House wing." Please clarify extent of this work and provide related detail.

Answer: THE LENGTH OF THE UPPER TERRACE WIRING TRENCH IS INDICATED ON A-100. THE DETAIL OF IT IS SIMILAR TO DETAIL 2/A102 WITH THE EXCEPTION THAT THE REMOVEABLE FLAT CENTER AREA IS TO BE 24" WIDE AND NOT 48" WIDE.

5. Question: Sheet A101. During the site visit we were shown a center removable section of the stone balustrade. However, on this drawing another section of the stone balustrade, located on stage right, is referenced and detailed on sheet A403. Please clarify if the intent is to modify this section to also become a removable rail.

Answer: IF THE SENATE COMMITTEE DECIDES TO PROCEED WITH THE SECOND EGRESS PATH (WHICH WOULD REQUIRE THE SECOND REMOVEABLE SECTION OF STONE RAILING), THEN WE WILL PROCEED TO HAVE THAT WORK DONE UNDER A SEPARATE STAND ALONE CONTRACT IN ADVANCE OF THE MOBILIZATION BY THE INAUGURAL STANDS CONTRACTOR. BIDDERS ON THE INAUGURAL STANDS SHOULD OMIT THE WORK OF MODIFYING THE STONE RAILING FOR THE SECOND EGRESS PATH. THAT WAS INDICATED AS AN OPTION AND WE WILL NOT BE EXERCISING THAT OPTION WITH OUR STANDS CONTRACTOR. IF IT HAPPENS (STILL T.B.D.), WE'LL HAVE IT DONE AND COMPLETE BEFORE THE STANDS CONTRACTOR ARRIVES ON SITE.

6. Question: Sheet A102. Please advise of the length of the trench (section 2/A102) on the west side of the Camera Tower. Also, the trench on the east side (section 4/A102) appears to be intersected by another north-south trench running parallel to the "Barriade Fence" and labelled "Utility Trench with Removable Cover". The trench length is only partially indentified. Please clarify.

Answer: THE LENGTH OF THE EAST/WEST WOOD CONSTRUCTION TRENCH IS INDICATED ON A700,701 & 702. THE INDICATED N/S TRENCH IS PRE-EXISTING. THERE ALREADY IS A CABLE PATHWAY UNDER THE LOWER TERRACE AND THERE ARE LIFT-OUT PAVER SECTIONS THAT ALLOW ACCESS FOR PULLING WIRES THRU THE PRE-EXISTING TROUGH THAT'S BENEATH THE CONCRETE TERRACE SURFACE. ONLY THE EAST/WEST CABLE TRENCH IS TO BE PROVIDED BY THE STANDS CONTRACTOR. THE NORTH/SOUTH CABLE TRENCH IS PRE-EXISTING.

7. Question: Detail 6/A102 shows the wood wall section set on top of a 1" plywood base with no sleepers/nailers. Is the intent to have a 1/2" plywood sub-base with 1/2" plywood layer on top?

Answer: THE 1" PLYWOOD BASE ALLOWS THE WALL AND THE ANGLED 2x4 BRACES TO BE TIED TOGETHER SECURELY SO THAT THE WALL STRUCTURE IS SELF SUPPORTING. THIS AVOIDS THE NEED TO FASTEN ANYTHING TO THE CONCRETE BELOW.

8. Question: Sheet A103. One safe room (south side) is clearly labelled as supplied and installed by U.S.C.P. However, sections 2 and 3 refer to multiple "Safe rooms..." Please clarify the intended scope of work and if the sections apply to the north safe room only.

Answer: THE SAFE ROOM ON THE SOUTH SIDE IS A PREFAB UNIT THAT IS SUPPLIED AND INSTALLED BY THE GOVERNMENT. THE STANDS

CONTRACTOR IS ONLY RESPONSIBLE FOR CONSTRUCTION OF A SINGLE SAFE ROOM ON THE NORTH SIDE.

9. Question: Sheet A200. Is the top of the framed 2x4 perimeter walls self-capped? Or is it capped with a 2x6 wood profile?

Answer: TOP OF PERIMETER WALL IS DETAILED IN 6/A401.

10. Question: Sheet A201. On elevation 1/A201, the GFR balustrade appears to have open (see through) arches. However, sections 1/A502 and 2/A502 suggest otherwise. Please clarify.

Answer: THERE ARE OPEN SEE THRU ARCHES. BOTH OF THE DETAILS SHOW THE DETAILS OF CONSTRUCTION IN THE IMMEDIATE AREA OF THE POST SECTIONS THAT ALTERNATE WITH THE OPENINGS.

11. Question: Sheet A201. The bulletproof glass is marked N.I.C. "Furnished and Installed by Government" but section 2/A502 has it "Provided by Government & Installed by Contractor." Please clarify.

Answer: THE BULLETPROOF GLASS IS SUPPLIED AND INSTALLED BY THE U.S. SECRET SERVICE. THE STANDS CONTRACTOR MUST COORDINATE HIS SUPPORTING WOOD STRUCTURE AND THE NECESSARY BLOCKING AS INDICATED ON THE DRAWINGS. THE GLASS SIZES ARE PRE-DETERMINED. THE SECRET SERVICE ALREADY HAS THOSE PROTECTIVE GLASS PANELS ON HAND AND THEY INSTALL THEIR GLASS. THE STANDS CONTRACTOR MUST COORDINATE HIS WORK SO THAT IT JIVES WITH THE SIZES OF THE PRE-EXISTING BALLISTIC GLASS. THE AOC'S C.O.T.R. FACILITATES THIS COORDINATION.

12. Question: Please clarify if the west-facing access doors, to the left and right of the president's stand, are to be covered with ¼" steel plates. If yes, will the steel plates be pre-cut or do they need to be field cut?

Answer: THE SECRET SERVICE ALSO ALREADY OWNS THE ¼" STEEL PLATES. THOSE ARE DELIVERED TO THE JOBSITE AND THE STANDS CONTRACTOR IS RESPONSIBLE FOR INSTALLING THEM. NO MODIFICATIONS TO THE STEEL PLATES ARE REQUIRED (OR ALLOWED)

13. Question: Sheet 400. A note in lower middle states: "Hand and guardrails are existing. Contractor shall remove from storage...." Please clarify if all Hands and Guardrails are covered by this note.

Answer: THE WELDED STEEL PIPE HANDRAILS WHICH WERE USED IN 2005 WERE RETAINED AND PUT INTO STORAGE. THOSE ARE TO BE PICKED UP FROM THE AOC'S WAREHOUSE IN FT. MEADE, MD., AND BROUGHT TO THE JOB SITE AND INSTALLED BY THE STANDS CONTRACTOR. THE LAYOUT OF

THE STAGE AND SEATING AREAS REMAINS UNCHANGED FROM THE 2005 EVENT AND THE EXISTING RAILS SHOULD BE LARGELY RE-USEABLE. SOME ADJUSTMENTS TO THE EXISTING RAILING SECTIONS ARE TO BE EXPECTED AS NECESSARY TO OVERCOME MINOR VARIATIONS BETWEEN THE TWO CONSTRUCTION EVENTS (2005 vs 2009)

14. Question: Sheet A403 and A500. The details are not cross-referenced. Please clarify.

Answer: THE MODIFICATION OF THE STONE BALLUSTRADE IS TO BE EXCLUDED FROM THE BIDS AND SO IT'S NO NECESSARY TO CLARIFY THE DRAWING THAT DETAILS THE MODIFICATION OF THAT STONE RAILING. THE DETAILS WHICH REFERENCE THE BALLISTIC GLASS ARE NOT REFERENCED BUT THEY ARE SIMPLE IN NATURE AND SELF EXPLANATORY FOR THE PURPOSE OF BIDDING THE PROJECT. THE CROSS REFERENCE NUMBERS WILL BE ADDED TO THE DRAWING AT A LATER DATE.

15. Question: Sheet A501. Partial Elevation 2/A501 shows a scaffolding installation between the columns and an installation wrapping around the single columns. Please clarify:

1. Is the face of the scaffolding between the columns set behind the balustrade? **SEE BELOW**
2. Where there are double columns as indicated on elevation 1/A501 and plan 3/A501, is the scaffolding wrapping around each individual columns or around the double columns?

Answer: THE SCAFFOLDING IS BEHIND THE EXISTING RAILINGS AND IT DOES NOT SURROUND ANY COLUMNS. THE FACE OF THE 2x4 WOOD MEMBERS THAT ARE APPLIED TO THE FRONT OF THE SCAFFOLD SECTIONS IS TO BE IN ALIGNMENT WITH THE CENTERLINE OF THE ROUND COLUMNS. GOVERNMENT FORCES USE THOSE WOOD 2x4'S TO FASTEN DECORATIVE FABRIC BUNTING THAT ALIGNS WITH THE CENTER OF EACH COLUMN AND FILLS THE SPACES BETWEEN THEM.

16. Question: Sheet A502 and A503. Section 3/A503 shows the steel plates "Furnished & Installed by Government." However, sheet S/103, elevation 4/S103, shows the steel plates "Provided by the Government and Installed by Contractor." Please clarify.

Answer: STEEL PLATES ARE SUPPLIED BY THE U.S. SECRET SERVICE AND ARE INSTALLED BY THE STANDS CONTRACTOR.

17. Question: Sheet A800. Are all the "Center TV Tower" components stored? Does that include the steel ladder assembly, fall protection enclosure, and rails?

Answer: THE STEEL CENTER TV TOWER IS IN OUTDOOR STORAGE AT FORT MEADE, MD. (including the steel ladder assembly, fall protection enclosure, and rails). THE STANDS CONTRACTOR IS EXPECTED TO PICK UP THE COMPONENTS, BRING THEM TO THE JOB SITE, PREP AND REPAINT AS REQUIRED, AND TO ERECT THE TOWER.

18. Question: Sheet A103. On the Safe Room Floor Plan, 1/A103, the stairs run leading to the safe rooms do not seem to match what is shown on sheet A101. Please clarify what are the various floor elevations on the Safe Room Floor Plan.

Answer: THE FULL EXTENT OF THE STAIRS CANNOT BE SEEN ON A101 BUT IT DOES SHOW CLEARLY ON A103.

19. Question: Sheet A200. Please advise the thickness of the Plexiglas view panels shown on the West Elevation – Exit Stair, 1/A200.

Answer: PLEXI IS 1/4" THICK

20. Question: Sheets A201 & A500. Notes show bullet proof glass as furnished and installed by the Government and other notes specify installation by the contractor. Please advise.

Answer: SEE ANSWER TO QUESTION #11 ABOVE

21. Question: Please advise who is to furnish and install Presidential Seal.

Answer: THE PRESIDENTIAL SEAL IS SUPPLIED AND INSTALLED BY THE GOVERNMENT.

22. Question: Sheet A805. Please clarify if the 6' max. width screen sections can be made to run full height.

Answer: FULL HEIGHT SCREEN SECTIONS ARE PREFERABLE BUT WE MAY BE LIMITED BY THE MAXIMUM LENGTH CAPABILITY OF THE MATERIAL SUPPLIER. SCREENING SECTIONS SHOULD BE PROVIDED IN THE MAXIMUM LENGTHS PRACTICABLE. THIS SPECIFIC ISSUE CAN BE WORKED OUT DURING THE PRODUCT SUBMITTAL AND APPROVAL PROCESS.